

Meeting Date: February 11, 2026
Agenda Item No. 03
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From: [C Cotton](#)
To: [FGG, Public Comment](#); [Development, Community](#)
Cc: [CouncilMember Joe LaCava](#); [Government Affairs](#); [Congressman Scott Peters](#)
Subject: [External] Re: 02/10/2026 and 02/11/2026 County of San Diego Board of Supervisors Agendas
Date: Tuesday, February 3, 2026 11:54:40 AM
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Greetings San Diego County Staff and Distinguished Members:

RE: Land Use Agenda - Line Item #3

COUNTY OF SAN DIEGO TRACT NO. 4750-1 (FINAL MAP NO. 14502): APPROVAL OF THIRD AMENDMENT TO AGREEMENT TO IMPROVE MAJOR SUBDIVISION AND SECOND AMENDMENT TO JOINT LIEN CONTRACT AND HOLDING AGREEMENT (EXTENSION OF TIME) AND RELATED CEQA EXEMPTIONS FOR RANCHO ALEGRE LOCATED IN THE FALLBROOK COMMUNITY PLAN AREA (DISTRICT: 5)

Rancho Alegre (Tract No. 4750-1, Final Map 14502), a **33-lot single-family residential subdivision on 116.15 acres in Fallbrook**. The approval allows amendments to agreements for public/private improvements, extends the time to complete them, and certifies compliance with California Environmental Quality Act (CEQA) requirements.

The Third Amendment to Agreement to Improve Major Subdivision and Second Amendment to Joint Lien Contract extends the time for the developer to complete required subdivision improvements.

These actions should include finding the time extension is exempt from further **CEQA review**, as it does not constitute a substantial change to the project.

My understanding of *Notice of Extension of Lien or Notice of Credit* refers to a formal, written agreement between a property owner and a contractor (or claimant) to extend the deadline for enforcing a mechanics lien. A formal extension of time allows the contractor to delay filing a foreclosure lawsuit on the property, usually because the owner has agreed to a payment plan or "credit" to pay off the debt. A mechanic's lien usually expires **90 days** after it is recorded unless a lawsuit is filed. A "joint check agreement," is where a contractor and subcontractor are paid together to ensure both are compensated. If the extension is not filed, or if the new deadline passes without action, the lien becomes void and unenforceable.

The environmental findings and project resolution that were adopted earlier, on October 24, 1991 and during era frequently encounter the following issues in the current San Diego County regulatory environment in 2026:

- If the development has not been fully completed, any changes in circumstances or "new information of substantial importance" since the original 1991/2002 approvals may trigger the need for subsequent or supplemental environmental reviews under the California Environmental Quality Act (CEQA), particularly regarding habitat modifications or new environmental impacts.
- As a "Major Subdivision," the 2002 joint agreement likely mandated improvements (roads, water, sewer). If those improvements were not completed or if they require upgrades to meet current standards (e.g., modern drainage or fire safety), there may be ongoing issues with bonding or agreement compliance.
- Developments approved with environmental findings often have long-term mitigation measures that must be monitored by the County to prevent issues with erosion, drainage, or impact on sensitive species.

Are there up-to-date concerns regarding this tract in our Survey Records System (SRS)?

The "Joint Lien Contract" and "Holding Agreement" indicate that the county is using property liens or other

securities to ensure the improvements are built. Extending this agreement means the public infrastructure is not being completed on the original schedule, and the county must continue to manage the risk of potential developer default.

The County has amended its codes to maintain flexibility in construction phasing for developers, but these amendments also aim to ensure improvements are completed before impacts arise. A third extension suggests significant delays from the original development timeline.

A delay in completing the subdivision improvements means a delay in the developer turning over the maintenance of roads, drainage, and other public facilities to the County or a Homeowners Association (HOA), leaving liability and maintenance questions open.

If the extension is not managed properly, the county could be left with unfinished infrastructure, necessitating the use of the lien to complete the work.

The developer must indemnify and defend the county against any claims arising from the construction.

Pursuant to Section 81.405 of the San Diego County Code, the **Director of Public Works (DPW)** may grant a one-time extension for up to two additional years.

To obtain this extension, the Director must be satisfied that the security bond, letter of credit provided by the subdivider is still adequate. The Director may require the subdivider to provide additional or modified security as a condition of the extension.

The County may initiate proceedings to revert the subdivided land to its original, undivided acreage if improvements are not completed. No final grading approval or occupancy will be issued for a lot until the required improvements serving that lot are completed to the satisfaction of the Director of Public Works.

The **2026–2031 County of San Diego Draft Capital Plan** is a five-year, **\$579 million initiative** focusing on maintaining, rehabilitating, and **upgrading critical infrastructure**, including public safety, parks, libraries, and behavioral health facilities. It is currently in the development phase with approval scheduled for March 2026, making it on track for the upcoming funding cycle.

The 2026–2031 Capital Plan emphasizes maintaining existing, critical infrastructure while exploring new projects based on **community input and safety needs**.

The plan prioritizes "**taking care of what we have**" (existing infrastructure), alongside constructing new facilities that improve **community safety and well-being**.

The plan is based on the **Capital Improvement Needs Assessment (CINA)**, considering community feedback, facility condition, and project readiness with final approval and funding scheduled for **Spring 2026**.

As of January 30, 2026, the Equity Impact Program states the following:

The County **Equity Impact Grant Program** helped small, minority-led nonprofits expand services, secure major funding, and build long-term capacity, earning statewide recognition for innovation.

The program, co-created with grassroots organizations, the County's Office of Equity & Racial Justice, and The Nonprofit Institute at the University of San Diego, provided \$100,000 general operating grants, nonprofit coaching, and a peer learning group model designed to break down barriers to government and philanthropic funding.

The initiative's impact includes significant growth for participating organizations, including:

- **Paddle for Peace** secured a \$1 million Alliance Healthcare Foundation i2 Innovation Challenge Grant and expanded coastal access programs for BIPOC youth.
- **First Gen Scholars** earned a \$1 million Alliance Healthcare Foundation i2 Innovation Challenge Grant to launch a data-driven platform supporting first-generation students.

- **DREAMS + DUCATS** secured funding to open the County’s first fully dedicated dual learning and cultural lab in Sherman Heights with support from The Conrad Prebys Arts Ecosystem: Venues & Spaces grant.
- **Greater Than Tech** expanded STEM and entrepreneurship pathways into emerging fields, including aerospace, virtual reality, and artificial intelligence now reaching more than 1,500 underserved youth.

Across two grant cycles, the program strengthened organizational capacity, expanded partnerships, and supported community-driven solutions in education, health, restorative justice, youth empowerment, economic mobility, environmental justice, and arts and culture. Leaders from participating organizations continue to collaborate through regional capacity-building spaces, including **Live Well San**

While the pilot phase has concluded, the relationships and infrastructure built through the Equity Impact Grant Program will continue to support grassroots organizations countywide. The County remains committed to advancing equity through ongoing engagement, interdepartmental collaboration and initiatives that strengthen community partnerships.

Will the scheduled review and finalization stages be discussed with the completion of SAN DIEGO TRACT NO. 4750-1 (FINAL MAP NO. 14502)?

Thank You,
Cassandra Cotton



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